

FIRST AMENDMENT TO THE
CITY OF UPLAND ANIMAL SHELTER
ANIMAL CARE AND ADOPTION AGREEMENT

This First Amendment to the Animal Care and Adoption Services Agreement (“First Amendment”) is made and entered into by and between the City of Upland (“City”) and Friends of the Upland Animal Shelter (“Friends”) as of the last date set forth below. City and Friends are collectively referred to herein as the “Parties.”

RECITALS

A. The City and Friends entered into that certain Animal Care and Adoption Services Agreement on August 12, 2019 through which the City leased space to Friends at the City Animal Shelter in exchange for a range of services, including animal care and adoption services (“Original Agreement”).

B. The Original Agreement contemplated the future use of the Shelter clinic by Friends for the purpose of providing veterinary care, which was identified as a “pending item” in Section 25 of the Original Agreement.

C. The City and Friends have since come to a mutual agreement to resolve the legal and other concerns which needed to be resolved before veterinary care services could commence.

D. In response to a recent legal matter involving the City’s impoundment and subsequent transfer to Friends of a member of the public’s animal, the City and Friends have agreed to clarify the language in the Original Agreement to make clear a circumstance in which the City will defend Friends from liability.

E. The Parties now wish to amend the Original Agreement to expressly permit Friends to provide veterinary care services and to address a shared concern with the indemnification provisions in the Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Section 25 (Pending Items) of the Original Agreement is hereby amended to delete the first two sentences of Section 25. The Parties agree that, with this deletion, the remainder of the Original Agreement is sufficient to permit Friends to use the Shelter clinic and commence the provision of veterinary care services.

2. Prior to commencement of veterinary care services on animals that are the property of the public or may reasonably be argued to be the property of the public, Friends, or any subcontractor hired by Friends pursuant to Section 2 of the Original Agreement, shall maintain the following insurance in addition to that required pursuant to Section 8 of the Original Agreement:

Minimum Scope of Insurance. Coverage at least as broad as Veterinarians Professional liability/E&O Liability Insurance.

Minimum Limits of Insurance. Friends, or the applicable subcontractor, shall maintain limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate limit.

The above insurance shall also comply with the provisions of Section 8, subsections (c), (d), (e), and (f) of the Original Agreement unless a requirement is waived by the City Manager.

3. Prior to commencement of veterinary care services on animals that are the property of Friends, Friends, or any subcontractor hired by Friends pursuant to Section 2 of the Original Agreement, shall maintain the following insurance in addition to that required pursuant to Section 8 of the Original Agreement:

Minimum Scope of Insurance. Coverage at least as broad as Veterinarians Professional liability/E&O Liability Insurance.

Minimum Limits of Insurance. Friends, or the applicable subcontractor, shall maintain limits no less than \$100,000 per occurrence or claim and \$300,000 aggregate limit.

The above insurance shall also comply with the provisions of Section 8, subsections (c), (d), (e), and (f) of the Original Agreement unless a requirement is waived by the City Manager.

4. Section 7 of the Original Agreement is hereby amended to add the following subsection c.:

“Notwithstanding the foregoing, the City shall indemnify and hold Friends harmless from and against any and all claims or liability directly arising from the City’s allegedly negligent impoundment and subsequent transfer to Friends of a member of the public’s animal.”

5. Except as modified by this First Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.

6. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.


SIGNATURES ON FOLLOWING PAGE

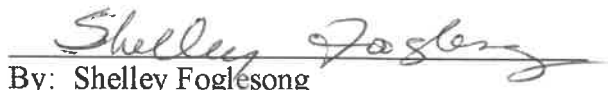
SIGNATURE PAGE TO
FIRST AMENDMENT TO THE
CITY OF UPLAND ANIMAL SHELTER
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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date last stated below.

Dated: October 11, 2021

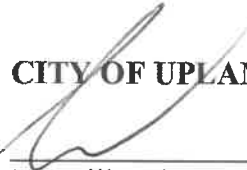
FRIENDS OF UPLAND ANIMAL SHELTER


By: Andy Peterson
Its: President



By: Shelley Foglesong
Its: Vice President

Dated: October 11, 2021


CITY OF UPLAND


By: Bill Velto
Its: Mayor

APPROVED AS TO FORM:


By: Best Best & Krieger LLP
Its: City Attorney

ATTEST:


By: Keri Johnson
Its: City Clerk